

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

_____	)	CHAPTER 13
In Re:	)	CASE NO. 23-40098-EDK
	)	
FERNANDO A. NEIVA,	)	
Debtor	)	
_____	)	
	)	
FERNANDO A. NEIVA,	)	
Plaintiff	)	
	)	
v.	)	ADV. PROC.NO.23-04015
	)	
LOANCARE, LLC, PATRIOT	)	
AUCTIONEERS,LLC, SULLIVAN &	)	
SULLIVAN AUCTIONEERS, LLC,	)	
DAVID H. WELLONS, AND	)	
JOHN DOES #1-#19	)	
_____	)	
Defendants.	)	

**ANSWER OF DAVID H. WELLONS TO FIRST AMENDED COMPLAINT OF  
PLAINTIFF**

Defendant David H. Wellons (“Defendant Wellons”) hereby files his answer to the First Amended Complaint of Plaintiff Fernando A. Neiva as follows:

**JURISDICTION AND VENUE**

1. Defendant Wellons admits the allegations of paragraph 1 of Plaintiff’s Amended Complaint.
2. The allegations of paragraph 2 state a legal conclusion to which no answer is required and therefore the same are denied.
3. Defendant Wellons admits the allegations of paragraph 3 of Plaintiff’s Amended Complaint.

**PARTIES**

4. Defendant Wellons lacks information to admit or deny the allegations of paragraph 4 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
5. Defendant Wellons lacks information to admit or deny the allegations of paragraph 5 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
6. Defendant Wellons lacks information to admit or deny the allegations of paragraph 6 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
7. Defendant Wellons lacks information to admit or deny the allegations of paragraph 7 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
8. Defendant Wellons lacks information to admit or deny the allegations of paragraph 8 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
9. Defendant Wellons lacks information to admit or deny the allegations of paragraph 9 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
10. Defendant Wellons lacks information to admit or deny the allegations of paragraph 10 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
11. Defendant Wellons admits the allegations of paragraph 11 of Plaintiff's Amended Complaint.
12. Defendant Wellons admits the allegations of paragraph 12 of Plaintiff's Amended Complaint.
13. Defendant Wellons lacks information to admit or deny the allegations of paragraph 13 of Plaintiff's Amended Complaint, and, therefore, the same are denied.

**NATURE OF THE ACTION**

14. The allegations of paragraph 14 state a legal conclusion to which no answer is required and therefore the same are denied.

**FACTS**

15. Defendant Wellons lacks information to admit or deny the allegations of paragraph 15 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
16. Defendant Wellons lacks information to admit or deny the allegations of paragraph 16 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
17. Defendant Wellons lacks information to admit or deny the allegations of paragraph 17 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
18. Defendant Wellons lacks information to admit or deny the allegations of paragraph 18 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
19. Defendant Wellons lacks information to admit or deny the allegations of paragraph 19 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
20. Defendant Wellons lacks information to admit or deny the allegations of paragraph 20 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
21. Defendant Wellons lacks information to admit or deny the allegations of paragraph 21 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
22. Defendant Wellons lacks information to admit or deny the allegations of paragraph 22 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
23. Defendant Wellons lacks information to admit or deny the allegations of paragraph 23 of Plaintiff's Amended Complaint, and, therefore, the same are denied.

24. Defendant Wellons lacks information to admit or deny the allegations of paragraph 24 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
25. Defendant Wellons lacks information to admit or deny the allegations of paragraph 25 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
26. Defendant Wellons lacks information to admit or deny the allegations of paragraph 26 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
27. Defendant Wellons lacks information to admit or deny the allegations of paragraph 27 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
28. Defendant Wellons admits the allegations of paragraph 28 of Plaintiff's Amended Complaint.
29. Defendant Wellons admits he was at the property to place a bid. Defendant Wellons lacks information to admit or deny the remaining allegations of paragraph 29 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
30. Defendant Wellons lacks information to admit or deny the allegations of paragraph 30 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
31. Defendant Wellons lacks information to admit or deny the allegations of paragraph 31 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
32. Defendant Wellons lacks information to admit or deny the allegations of paragraph 32 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
33. Defendant Wellons lacks information to admit or deny the allegations of paragraph 33 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
34. Defendant Wellons lacks information to admit or deny the allegations of paragraph 34 of Plaintiff's Amended Complaint, and, therefore, the same are denied.

35. Defendant Wellons admits he placed the high bid. Defendant Wellons lacks information to admit or deny the remaining allegations of paragraph 35 of Plaintiff's Amended Complaint, and, therefore, the same are denied. Exhibit D was not attached to Plaintiff's Amended Complaint.
36. Defendant Wellons lacks information to admit or deny the allegations of first sentence of paragraph 36 of Plaintiff's Amended Complaint, and, therefore, the same are denied. Defendant Wellons denies all remaining allegations of paragraph 36 of Plaintiff's Amended Complaint.
37. Defendant Wellons denies the allegations of paragraph 37 of Plaintiff's Amended Complaint.
38. Defendant Wellons lacks information to admit or deny the allegations of paragraph 38 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
39. Defendant Wellons lacks information to admit or deny the allegations of paragraph 39 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
40. Defendant Wellons lacks information to admit or deny the allegations of paragraph 40 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
41. Defendant Wellons lacks information to admit or deny the allegations of paragraph 41 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
42. Defendant Wellons lacks information to admit or deny the allegations of paragraph 42 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
43. Defendant Wellons lacks information to admit or deny the allegations of paragraph 43 of Plaintiff's Amended Complaint, and, therefore, the same are denied.

44. Defendant Wellons lacks information to admit or deny the allegations of paragraph 44 of Plaintiff's Amended Complaint, and, therefore, the same are denied.

**COUNT I**

45. Defendant Wellons repeats and reavers his answers to paragraphs 1-44 of Plaintiff's First Amended Complaint.
46. Defendant Wellons lacks information to admit or deny the allegations of paragraph 46 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
47. Defendant Wellons lacks information to admit or deny the allegations of paragraph 47 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
48. Defendant Wellons lacks information to admit or deny the allegations of paragraph 48 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
49. Defendant Wellons lacks information to admit or deny the allegations of paragraph 49 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
50. Defendant Wellons lacks information to admit or deny the allegations of paragraph 50 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
51. The allegations of paragraph 51 state a legal conclusion to which no answer is required and therefore the same are denied.
52. The allegations of paragraph 52 state a legal conclusion to which no answer is required and therefore the same are denied.
53. Defendant Wellons lacks information to admit or deny the allegations of paragraph 53 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
54. The allegations of paragraph 52 state a legal conclusion to which no answer is required and therefore the same are denied.

**COUNT II**

55. Defendant Wellons repeats and reavers his answers to paragraphs 1-54 of Plaintiff's First Amended Complaint.
56. Defendant Wellons denies the allegations of paragraph 56 of Plaintiff's First Amended Complaint.
57. The allegations of paragraph 57 state a legal conclusion to which no answer is required and therefore the same are denied.
58. The allegations of paragraph 58 state a legal conclusion to which no answer is required and therefore the same are denied.
59. The allegations of paragraph 59 state a legal conclusion to which no answer is required and therefore the same are denied.
60. The allegations of paragraph 60 state a legal conclusion to which no answer is required and therefore the same are denied.
61. Defendant Wellons lacks information to admit or deny the allegations of paragraph 61 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
62. Defendant Wellons lacks information to admit or deny the allegations of paragraph 62 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
63. Defendant Wellons lacks information to admit or deny the allegations of paragraph 63 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
64. Defendant Wellons lacks information to admit or deny the allegations of paragraph 64 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
65. Defendant Wellons denies the allegations of paragraph 65 of Plaintiff's First Amended Complaint.

66. Defendant Wellons denies the allegations of paragraph 65 of Plaintiff's First Amended Complaint.

**COUNT III**

67. Defendant Wellons repeats and reavers his answers to paragraphs 1-66 of Plaintiff's First Amended Complaint.

68. The allegations of paragraph 68 state a legal conclusion to which no answer is required and therefore the same are denied.

69. The allegations of paragraph 69 state a legal conclusion to which no answer is required and therefore the same are denied.

70. The allegations of paragraph 70 state a legal conclusion to which no answer is required and therefore the same are denied.

71. Defendant Wellons denies the allegations of paragraph 71 of Plaintiff's First Amended Complaint.

72. Defendant Wellons denies the allegations of paragraph 72 of Plaintiff's First Amended Complaint.

73. The allegations of paragraph 73 state a legal conclusion to which no answer is required and therefore the same are denied.

74. Defendant Wellons denies the allegations of paragraph 74 of Plaintiff's First Amended Complaint.

75. Defendant Wellons denies the allegations of paragraph 75 of Plaintiff's First Amended Complaint.

76. Defendant Wellons denies the allegations of paragraph 76 of Plaintiff's First Amended Complaint.



- 77. Defendant Wellons lacks information to admit or deny the allegations of paragraph 77 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
- 78. Defendant Wellons denies the allegations of paragraph 78 of Plaintiff's First Amended Complaint.
- 79. Defendant Wellons denies the allegations of paragraph 79 of Plaintiff's First Amended Complaint.
- 80. Defendant Wellons denies the allegations of paragraph 80 of Plaintiff's First Amended Complaint.

**COUNT IV**

- 81. Defendant Wellons repeats and reavers his answers to paragraphs 1-80 of Plaintiff's First Amended Complaint.
- 82. Defendant Wellons denies the allegations of paragraph 82 of Plaintiff's First Amended Complaint.
- 83. Defendant Wellons denies the allegations of paragraph 83 of Plaintiff's First Amended Complaint.
- 84. Defendant Wellons denies the allegations of paragraph 84 of Plaintiff's First Amended Complaint.
- 85. The allegations of paragraph 85 state a legal conclusion to which no answer is required and therefore the same are denied.
- 86. The allegations of paragraph 86 state a legal conclusion to which no answer is required and therefore the same are denied.
- 87. The allegations of paragraph 87 state a legal conclusion to which no answer is required and therefore the same are denied.

88. Defendant Wellons denies the allegations of paragraph 88 of Plaintiff's First Amended Complaint.
89. Defendant Wellons denies the allegations of paragraph 89 of Plaintiff's First Amended Complaint
90. The allegations of paragraph 90 state a legal conclusion to which no answer is required and therefore the same are denied.
91. Defendant Wellons denies the allegations of paragraph 91 of Plaintiff's First Amended Complaint.
92. Defendant Wellons denies the allegations of paragraph 92 of Plaintiff's First Amended Complaint.
93. Defendant Wellons lacks information to admit or deny the allegations of paragraph 93 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
94. Defendant Wellons lacks information to admit or deny the allegations of paragraph 94 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
95. Defendant Wellons denies the allegations of paragraph 95 of Plaintiff's First Amended Complaint.
96. Defendant Wellons denies the allegations of paragraph 96 of Plaintiff's First Amended Complaint.

**COUNT V**

97. Defendant Wellons repeats and reavers his answers to paragraphs 1-96 of Plaintiff's First Amended Complaint.
98. The allegations of paragraph 98 state a legal conclusion to which no answer is required and therefore the same are denied.

99. The allegations of paragraph 99 state a legal conclusion to which no answer is required and therefore the same are denied.
100. The allegations of paragraph 100 state a legal conclusion to which no answer is required and therefore the same are denied.
101. The allegations of paragraph 101 state a legal conclusion to which no answer is required and therefore the same are denied.
102. Defendant Wellons denies the allegations of paragraph 102 of Plaintiff's First Amended Complaint.
103. Defendant Wellons denies the allegations of paragraph 103 of Plaintiff's First Amended Complaint.
104. Defendant Wellons denies the allegations of paragraph 104 of Plaintiff's First Amended Complaint.
105. Defendant Wellons lacks information to admit or deny the allegations of paragraph 105 of Plaintiff's Amended Complaint, and, therefore, the same are denied.
106. Defendant Wellons denies the allegations of paragraph 106 of Plaintiff's First Amended Complaint.

**COUNT VI**

107. Defendant Wellons repeats and reavers his answers to paragraphs 1-106 of Plaintiff's First Amended Complaint.
108. Defendant Wellons denies the allegations of paragraph 108 of Plaintiff's First Amended Complaint.
109. Defendant Wellons denies the allegations of paragraph 109 of Plaintiff's First Amended Complaint.

**AFFIRMATIVE DEFENSES**

1. Counts VII and VIII fail to state a claim for which relief can be granted for the reasons stated by the Court at the hearing held on August 17, 2023.
2. Plaintiff's First Amended Complaint fails to set forth any claim against Defendant Wellons for the reasons set forth in the Motion to Dismiss of Defendant LoanCare, LLC, Patriot Auctioneers, LLC, and Sullivan Auctioneers, LLC.
3. Plaintiff's First Amended Complaint should be dismissed because Defendant Wellons is a "good faith purchaser."
4. Defendant Wellons does not consent to final orders or judgment by the Bankruptcy Court.

**WHEREFORE,** Defendant David Wellons requests this Court to dismiss the First Amended Complaint of Plaintiff and to grant any other relief which this Court deems just and equitable including, but not limited to, attorney's fees and costs.

Respectfully submitted,

David H. Wellons,  
By his attorney,

/s/ Barry A. Bachrach  
Barry A. Bachrach, BBO #025490  
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Worcester, MA 01608  
Telephone No.: (508) 892-1533

Date: August 23, 2023

**CERTIFICATE OF SERVICE**

I, Barry A. Bachrach, of Bachrach & Bachrach, PC, do hereby certify that on August 23, 2023, I served a copy of Defendant, David H. Wellons', Answer to Plaintiff's First Amended Complaint on the attached service list by mailing a copy of same by first class mail, postage prepaid, or other method specified on service list.

David H. Wellons,  
By his attorney,

/s/ Barry A. Bachrach  
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**VIA ECF**

Richard S. Ravosa, Esquire and Matthew M. Hamel, Esquire on behalf of Plaintiff/Debtor

Jennifer L. Joubert, Esquire on behalf of Loancare, LLC, Patriot Auctioneers, LLC and Sullivan & Sullivan Auctioneers, LLC